CAST HIGHLIGHT
TERMS AND CONDITIONS
AWS MARKETPLACE

These CAST Highlight Terms and Conditions ("**Terms**") apply to any order electronically validated by Customer subscribing to the CAST Highlight Services, as defined hereinafter, via AWS Marketplace (the "**Order**").

The Terms are entered into and effective as of the date of the first Order ("**Effective Date**") by and between **CAST Software, Inc.**, a Delaware company, having its principal place of business at 1450 Broadway, floor 26, New York, NY 10018 (CAST and its successors in title are designated "**CAST**" in the Agreement and the entity who validated an Order as designated in such Order ("**Customer**"). For the purposes of these Terms, CAST and Customer are referred to individually as a/the "**Party**" and collectively as the "**Parties".**

By validating an Order, Customer agrees to the following terms:

1. Definitions

For purposes of these Terms, each word or phrase listed below shall have the meaning designated. Other words or phrases used in these Terms may be defined in the context in which they are used and shall have the respective meaning there designated.

"**Agreement**" means these Terms and any Order.

"**Affiliates**" means with respect to a Party, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity.

"**Application**" means a set of custom code-based software components that support a particular business function (e.g. an order management system, a website to make a reservation, or a software product, packaged or embedded into a large system or hardware), which are owned by or licensed to Customer and used to support its own business processes or products.

"**CAST Generated Data**" means the results of the analysis of Applications' inner workings generated by the Services and displayed through the Portal.

"**Confidential Information**" means any information that a Party ("**Disclosing Party**") discloses to the other Party ("**Receiving Party**") or that the Receiving Party may have access to, during the term and for the purposes of the Agreement, and which is identified by the Disclosing Party as confidential or reasonably understood to be confidential, whether disclosed orally, in documentary form, by demonstration or otherwise, which is contained in any form whatsoever, including without limitation, any such information regarding the Disclosing Party's business, products or services, clients, as well as the Agreement, CAST Generated Data, Customer Data and any other Customer materials provided by Customer to CAST.

"**Customer Data**" means information collected from, submitted by, or entered by Customer or by CAST on behalf of Customer which are necessary for the provision of the Services.

"**Portal**" means the applicable web portal where the CAST Generated Data are displayed.

"**CAST Highlight Services**" (or "**Services**") means the hosted solution described in **Exhibit A**, made available by CAST for Customer's access and use to perform analysis of its Application(s), on a Subscription basis, as detailed in the Order.

"**Subscription**" means the right to access and use the Services granted by CAST pursuant to the terms and conditions of these Terms and the applicable Order.

2. Granted rights

2.1 **Subscription.** Subject to these Terms and the applicable Order, CAST grants Customer a limited, non-exclusive, non-transferrable right to access and use the Services during the term of the Subscription ("**Subscription Period**") and for the number of Applications set out in the Order, in order to obtain CAST Generated Data that Customer may use for its own internal purposes only. Customer expressly agrees that the content and functionality of the Services may be updated or amended by CAST from time to time. Customer shall be notified of such

changes by email, a notification in the Portal, and/or social media/web post. Customer must use the Services as described in **Exhibit A** and acknowledges that failure to do so will result in the Services not being provided. These Terms may be updated or amended by CAST from time to time. An Order cannot be amended, modified, superseded or terminated (unless pursuant to Section 8 below) by Customer without CAST's prior written approval.

2.2 **Support.** During the Subscription Period, CAST manages incidents and requests relating to the Services notified by Customer, Monday to Friday from 9 am to 5 pm (CET and EST) (excluding public holidays). Customer must notify CAST of incidents and requests as set out in **Exhibit A**. CAST reserves the right to amend the support terms at any time. Customer agrees to comply with the support terms applicable at the time of use of the support.

2.3 **Restrictions.** Customer shall not, and shall not knowingly allow any third party to, (a) modify, copy, or otherwise reproduce the Services in whole or in part; (b) permit access to the Services through Internet links, frames, or content mirrors (other than through Customer's own intranet system or otherwise for its own internal business purposes) or attempt to gain unauthorized access to the Services or related systems or networks; (c) translate, modify or create a derivative work of any part of the Services or otherwise create a competing service by using the Services; (d) sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit the Services or make any CAST Generated Data derived from the Services available to any third party except as permitted in the Terms; (e) disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the Services, except as permitted by the applicable law; (f) interfere with or disrupt the Services or the CAST Generated Data; or (g) use the Services for any unlawful purpose. Customer shall immediately notify CAST if it becomes aware of any breach or threatened breach of the provisions of this Section 2.3.

3. Warranties and Disclaimers

3.1 **Warranties.** CAST warrants that:
(a) CAST holds and will continue to hold during the Subscription Period: (i) all necessary rights to provide a Subscription hereunder including, without limitation, rights and/or licenses to all servers, electronic device platforms, software, hardware or other technologies used by CAST in connection with the Services ("**Technologies**"), (ii) the right to enter into the Terms and (iii) the right to grant Customer rights pursuant to the Agreement;
(b) when used in accordance with all instructions and documentation provided by CAST, the Technologies and the Services may be used in connection with the Agreement without violating or infringing the rights of any third party, including, without limitation, infringing any copyright, patent, trademark or any other intellectual or industrial property right, title or interest of any third party;
(c) CAST will use its reasonable efforts to protect CAST Generated Data, Customer Data and any other Customer material from unauthorized access, duplication and use by any third party, by maintaining a secure hosting environment accessible solely to Customer's authorized users which will include, without limitation, the use of secure log-in procedures, connections protected by 256 bit encryption, and identity verified by a trusted third-party authority; and
(d) CAST will comply with any and all laws and regulations applicable to its business.

3.2 **Disclaimers.** CAST does not warrant:
(a) the accuracy and reliability of the Services, if the data collected and transferred to the Portal by the Code Reader or compatible third-party plugin (as defined in **Exhibit A**) is corrupted, incorrect or altered during the collection and diagnosis process or during the transfer of the text file to the Portal;
(b) that the data collected by the Code Reader or compatible third-party plugin will be error free or accurate, nor that the text file created by the Code Reader or compatible third-party plugin will not be altered during its transfer to the Portal;
(c) the access to the Portal over the internet, unless access is obstructed by defects in the sphere of influence of CAST or a service provider instructed by CAST to operate the Portal;
(d) the uninterrupted operation of the Services or access and operation free from all error, nor that all of the deficiencies or errors which may be contained in the Services will be corrected;
(e) and disclaims any and all other express and implied warranties not expressly provided in the Terms, including but not limited to, warranties of merchantability and fitness for a particular purpose.

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4. Liability

4.1 EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR ANY LOSS OF DATA, LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

4.2 THE MAXIMUM AGGREGATE LIABILITY OF CAST TO CUSTOMER (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH CUSTOMER) RELATED TO OR IN CONNECTION WITH THE AGREEMENT WILL BE LIMITED TO THE PRICE (TAXES EXCLUDED) PAID BY CUSTOMER FOR THE SERVICES (FOR A MAXIMUM OF THE PRIOR TWELVE MONTH PERIOD) PURSUANT TO THE APPLICABLE ORDER THAT GIVE RISE TO SUCH LIABILITY.

5. Proprietary Rights

5.1 CAST S.A., a French company whose registered office is located at 3, rue Marcel Allégot – 92190 Meudon, France, and whose identification number is 379 668 809 RCS Nanterre, an Affiliate of CAST (hereinafter the "**Owner**") owns rights, including intellectual property rights of websites and technical components used to enable the Services, except third-party components as listed in **Exhibit A**. Owner regularly files the source codes of the Services with the French Agency for the Protection of Programs ("*Agence pour la Protection des Programmes*" or "APP"). All rights in the Services not expressly granted to Customer in the Agreement are reserved to Owner and, where applicable, its licensors.

5.2 Notwithstanding the foregoing, Customer owns all rights, including intellectual property rights, in and to CAST Generated Data and Customer Data.

6. Privacy and Security

6.1 **Privacy.** CAST, as the operator of the Services, will collect, have access to and analyze Customer Data and CAST Generated Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer grants CAST the right to host Customer Data and CAST Generated Data solely for the purposes of operating the Services for the benefit of Customer pursuant to the Agreement.

6.2 **Security.** CAST undertakes to maintain adequate technological and procedural security measures in accordance with generally accepted IT industry practice.

6.3 **Password.** Customer is responsible for maintaining the confidentiality of its user identification(s) and password(s). The user identifications and passwords are strictly personal and attached to each individual identified by Customer as a user.

7. Fees and Payment. Customer shall pay all fees set forth in the Order.

8. Term and Termination

8.1 **Term.** The Agreement shall begin on the Effective Date and shall expire at the end of the Subscription Period of the last Order issued by Customer. The Subscription Period shall be specified in the applicable Order. Unless otherwise agreed in an Order, annual Subscriptions are automatically renewed unless terminated in writing with a sixty (60) day notice prior to the expiration of the then current Subscription Period.

8.2 **Termination.** Either Party may terminate the Agreement for cause if the other Party commits any material breach of its obligations under the Agreement which is not remedied within thirty (30) days of written notice of such breach. Written notice must be sent to CAST at the address as set forth on the first page of the Agreement and to Customer at the address mentioned in the Order, by registered letter with acknowledgement of receipt.

8.3 **Surviving Provisions.** The following provisions shall survive any termination or expiration of the Agreement: Sections 3. Warranties and Disclaimers, 4. Liability, 5. Proprietary Rights, and

9. <u>Confidential Information</u>. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable prior to the effective date of termination.

9. Confidential Information.

9.1 The Parties acknowledge that each Party might have access to Confidential Information and agree that the Confidential Information exchanged by the Parties for the purposes of the Agreement is exclusively owned and controlled by the Disclosing Party. The Receiving Party will only reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under the Agreement. The Receiving Party shall (i) limit access to the Disclosing Party's Confidential Information to those of its employees, Affiliates' employees, advisors and subcontractors, who have a need to know for the purpose of performing its obligations under the Agreement (hereafter referred to as "**Representatives**") and (ii) make sure that each Representative to whom such Confidential Information is disclosed is bound by obligations of confidentiality substantially similar to those defined herein. The Receiving Party will be fully responsible for the breach of confidentiality obligations by its Representatives. Each Party shall protect the Confidential Information of the other Party in the same manner that it protects its own similar Confidential Information, but in no event using less than a reasonable standard of care. The confidentiality obligations provided in this Section 9 shall survive the termination or expiration of the Agreement for three (3) years.

9.2 Each Party agrees that notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes publicly available, other than as a result of the Receiving Party's breach hereof; (ii) was in the Receiving Party's possession prior to its receipt hereunder, or (iii) is independently developed without use of or reference to any Confidential Information or acquired from a third party reasonably understood to have the right to disclose such information. In the event that the Receiving Party becomes legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, the Receiving Party will, to the extent legally permissible, give the Disclosing Party prompt written notice of such requirement, together with a copy of such demand, to enable the Disclosing Party to seek a protective order or other remedy. Further, the Receiving Party will make reasonable efforts to assist the Disclosing Party, at the Disclosing Party's sole expense, in obtaining a protective order or in consultation and at the advice of the Receiving Party's counsel limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

9.3 CAST retains the right to analyze CAST Generated Data for product development, feedback, and research, provided that all such analytics shall be rendered anonymous and used in a strictly confidential manner.

10. General Provisions

10.1 **Export Control**. Each Party shall comply with all export control and economic sanctions laws ("**Trade Control Laws**") applicable to its performance under the Agreement, including the use and transfer of any products, software, technology or services subject to the Agreement, and notably with the Trade Control Laws applicable in the United States. CAST may decline in its sole discretion to engage in any activity under the Agreement that CAST determines could constitute a violation of applicable Trade Control Laws, without creating any liability on its part under the Agreement.

10.2 **Governing Law, Dispute Resolution and Jurisdiction.** The Agreement shall be governed by the laws of the state of New York without giving effect to any conflicts of laws principles. If there is a dispute relating to the conclusion, the performance or the interpretation of the Agreement, the Parties shall work together in good faith first to resolve the matter internally. IN THE ABSENCE OF AN AMICABLE SETTLEMENT WITHIN THIRTY (30) DAYS OF NOTIFICATION OF THE DISPUTE TO THE OTHER PARTY BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT, ANY CLAIMS OR DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL BE HEARD EXCLUSIVELY BY THE STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN NEW YORK COUNTY.

10.3 **Assignment.** The Agreement may not be assigned by Customer by operation of law or otherwise, without the prior written consent of CAST.

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EXHIBIT A – CAST HIGHLIGHT SERVICES

1. CAST Highlight Services Description:

CAST Highlight is a secured SaaS platform that is ISO 27001, 27017, 27018 and 27701 certified, described at the following URL: https://www.castsoftware.com/highlight. It acts as an automated command center for Application portfolios of any size, providing actionable insights across all Applications, with instant drilldowns & recommendations.
Documentation with a description of the Services is available at the following link: https://doc.casthighlight/Getting-Started-Guide.pdf
The scope of analysis (number of Applications) covered by the Order cannot be artificially extended by "rotating" the Applications to be analyzed (one Application replacing another, so that in the end the number of analyzed Applications would be greater than agreed to in the Order).
Details on the extensions to CAST Highlight can be found at the following URL: https://doc.casthighlight.com/extensions/.
Open source and third-party components used in CAST Highlight are listed at the following URL: https://doc.casthighlight.com/third-party-components/.

2. Access to the Portal:

The Services will be available via https://app.casthighlight.com.

Standard Supported Browsers: see https://doc.casthighlight.com/faq.

3. Technical Requirements:

(a) To enable the Services, Customer must either :

(i) use the compatible third-party plugin in order to perform instant or scheduled scans of the code base. Instructions can be found at the following URL: https://doc.casthighlight.com/extensions/, or

(ii) download and install a code reader ("**Code Reader**") and then run (execute) within the Customer's domain for on-site, centralized or distributed, local diagnosis of Applications' inner-structures. Customer must upload the results to the Portal, using the procedure defined by CAST. The results consist of data files containing the results of the analyses and the input entered manually by Customer. At all times, the Application's inner structure (source code, architecture, tech components and all software constituents of any Customer's Application) will not be transferred to the Portal, and will stay behind Customer's firewall and internal security mechanisms.

(b) Other technical requirements, particularly Standard Supported Operating Systems: see https://doc.casthighlight.com/faq.

4. Supported technologies: see https://doc.casthighlight.com/#technologycoverage.

5. Support Services: see on http://doc.casthighlight.com/support. To notify incidents and requests related to CAST Highlight Services, Customer can send an email to: support@casthighlight.com or use the form available at the following URL: https://help.castsoftware.com/hc/en-us/requests/new. Incident handling times and conditions related to CAST Highlight are described at the following URL: https://doc.casthighlight.com/support-terms/.

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